

103



Township Council

1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

http://www.bloomfieldtwpnj.com

Meeting: 08/13/12 07:00 PM

2012 RESOLUTION SALARY ADJUSTMENT

WHEREAS, Nicole Cosenza filed a grievance challenging discipline she received for violating the Township's dress code; and

WHEREAS, Nicole Conseza was sent home without pay based on the violation; and

WHEREAS, the Mayor and Council have reviewed the merits of the discipline imposed and Nicole Conseza's excuse for her violation.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey hereby authorizes the Finance Director to pay Nicole Conserza the equivalent of one day's pay in accordance with the terms of the attached settlement agreement.

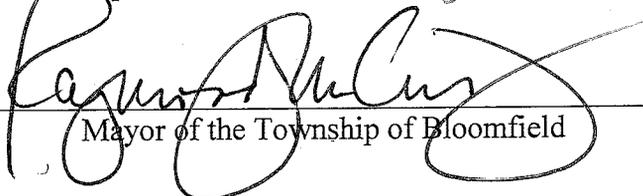
BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to sign and the Clerk witness the attached settlement agreement.

* * * * *

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on August 13, 2012.



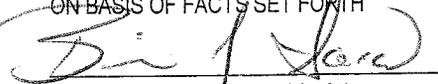
Municipal Clerk of the Township of Bloomfield



Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 1958					
	Yes/Aye	No/Nay	Abstain	Absent	
<input checked="" type="checkbox"/> Adopted					
<input type="checkbox"/> Adopted as Amended					
<input type="checkbox"/> Defeated					
<input type="checkbox"/> Withdrawn					
<input type="checkbox"/> Tabled					
<input type="checkbox"/> Approved					
Elias Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carlos Bernard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH



Director of Law - Township Attorney

<input type="checkbox"/> Approved by Consensus <input type="checkbox"/> Not Discussed <input type="checkbox"/> Tabled with No Vote <input type="checkbox"/> Discussed <input type="checkbox"/> Veto by Mayor	Michael Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Bernard Hamilton	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Raymond McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENTS:

- 20120718085759892 (PDF)
- _0718150528_001 (PDF)

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereafter "Agreement") is made between by and between Nicole Cosenza ("Cosenza") and the Township of Bloomfield ("Township"). This Agreement is made pursuant to the following terms and conditions.

RECITALS

WHEREAS, Cosenza is an employee of the Township; and

WHEREAS, based upon a violation of the Township's dress code policy the Township Administrator sent Cosenza home and she was docked a day's pay; and

WHEREAS, Cosenza opines that her being docked a day's pay was inappropriate because she is required to perform some work in the basement and she did not want to ruin better clothes while retrieving boxes from the basement of Town Hall; and

WHEREAS, the Council majority believes the discipline was appropriate, but has opined that it did not agree with how the discipline was applied and also understands Cosenza's position; and

WHEREAS, the parties have reached an agreement to fully and finally settle all of the outstanding issues.

NOW AND THEREFORE, in consideration of Cosenza executing this waiver and for other good and valuable consideration and for the promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. The "Township", as used herein, shall at all times mean the Township of Bloomfield Authority, its affiliates, predecessors, successors and assigns of any and all of them, their

present and former administrators, directors, officials, officers, representatives, associates, partners, servants, employees, agents and attorneys.

2. "Cosenza", as used herein, shall mean Nicole Cosenza, her heirs, representatives, privies, executors, administrators, assigns, successors-in-interest and predecessors-in-interest.
3. The Township hereby agrees to return to Cosenza the equivalent of the one days' pay that she lost in consideration for executing this waiver.
4. This Settlement Agreement will be attached to any reference to her being sent home and losing a day's pay that may be contained in her personnel file and that discipline shall be considered reversed in accordance with the terms and this Agreement.
5. Cosenza acknowledges that the Township has moved the boxes she needs to access and has removed them from the basement. As such, Cosenza acknowledges that she no longer has any reason to violate the Township's dress code policy and she will abide by the same.
6. Cosenza acknowledges that she is voluntarily entering into this Agreement and certifies that she has not been threatened or coerced into signing this Agreement.
7. Cosenza certifies that she has been given sufficient time to consult with an attorney before signing this Agreement and that the Township has encouraged her to retain any attorney before signing this Agreement.
8. Cosenza certifies that she has had all of her questions concerning this Agreement answered to his satisfaction by her attorney before its execution or she has decided not to retain an attorney and has read and understands this Agreement.

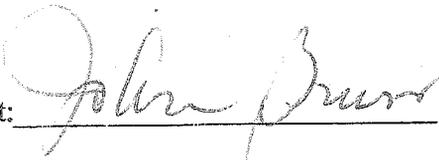
9. Cosenza agrees not to institute any appeal or challenge of this matter in any court of law, administrative agency, arbitration, or before any governmental body.
10. If any section, subsection, clause or phrase of this Agreement is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such a decision shall not affect the remaining portion of the Agreement.
11. This Agreement will not serve as a precedent in any other proceeding involving any other employee.
12. Cosenza for herself, her heirs, executors, administrators and assigns, does irrevocably and unconditionally release and forever discharge the Township, from the beginning of time to the date this Agreement is executed by Cosenza of and from any and all debts, obligations, grievances, claims, charges, demands, suits, judgments, or causes of action of any kind whatsoever, whether known or unknown, seen or unforeseen, which are raised or could have been raised against the Township in any federal, state, county, local or municipal court or administrative agency or in any other forum, or in any other cause of action of any kind whatsoever in tort, contract, by statute or on any other basis for compensatory, punitive or other damages, expenses, reimbursements, disbursements, attorneys' fees, past and/or continuing medical/psychological treatment, damages and interest or costs of any kind including, but not limited to, all rights and claims, whether in law or in equity, in any federal, state, county, local or municipal court or administrative agency, which Cosenza or anyone acting through her, her estate or on behalf of Cosenza or her estate or otherwise, have had, have asserted or could have asserted including, but not limited to, claims under the Constitutions of the United States and the State of New Jersey, the New Jersey Law Against Discrimination, the Americans with Disabilities Act,

the Family Medical Leave Act, the New Jersey Family Leave Act, the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Civil Rights Act of 1866, and all federal, state and local claims, whether constitutional, statutory or common law including, but not limited to, claims of personal injury, emotional distress, humiliation, embarrassment, discrimination, disparate treatment, unlawful employment practice, hostile work environment, retaliation, harassment, violation of any collective bargaining agreement, breach of and/or interference with contract, employee manual and/or Township policies, non-renewal of contract, breach of implied covenant of good faith and fair dealing, violation of any collective bargaining agreement, employment agreement, loss of prospective economic benefit, which are raised or could have been raised against the Township in any federal, state, county, local or municipal court or administrative agency or in any other forum. Nothing contained herein shall constitute a release by Cosenza of any vested pension rights, vested §403(b) rights or workers compensation claims which Cosenza may have.

13. Cosenza covenants and promises that she will not hereafter file or cause to be filed on her behalf any charge, complaint, legal or administrative action of any nature before any court or administrative agency to assert any claim against the Township arising out of Cosenza's employment or the discipline she received based upon the alleged violation of the dress code policy, except as may be necessary to enforce this Agreement.
14. This Agreement shall be binding upon and inure to the benefits of the parties and any of their respective heirs, legal or personal representatives, employees, officers, directors, successors and assigns.

15. This Agreement shall be constructed in accordance with the laws of the State of New Jersey, without regard to its conflict or choice of law rules.
16. Cosenza represents that she is fully authorized to execute this Agreement and that all formalities attendant to the execution of this Agreement have been satisfied.
17. Cosenza acknowledges that she has carefully read and fully understands all of the terms of this Agreement, including the general release contained herein, that she had a reasonable amount of time to consider the terms of the Agreement, and that she enters into this Agreement voluntarily and with the advice of her attorney, if she chose to retain an attorney.

By: 
Nicole Cosenza

Attest: 

By: _____
Township of Bloomfield

Attest: _____

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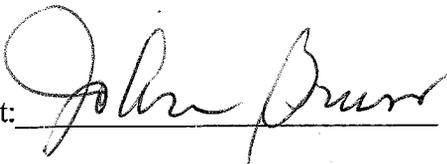
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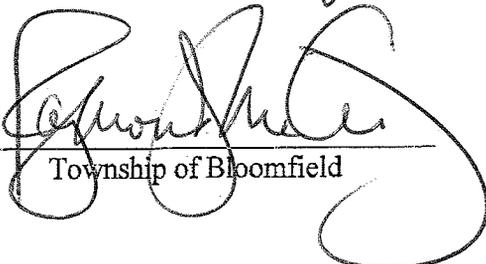
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By: 
Nicole Cosenza

Attest: 
John Bruno

By: 
Township of Bloomfield

Attest: 
Louise K. Polyzano